

CAUSE NO. 471-06142-2019

SANTE SANTHANAM CHARY,	§	IN THE DISTRICT COURT
<i>Plaintiff,</i>	§	
v.	§	471ST JUDICIAL DISTRICT
CENTRAL MORTGAGE COMPANY,	§	
<i>Defendants.</i>	§	COLLIN COUNTY, TEXAS

DEFENDANT'S ANSWER WITH AFFIRMATIVE DEFENSES

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, Arvest Central Mortgage Company (incorrectly named herein as Central Mortgage Company) (hereafter "CMC"), Defendant in the above-styled and numbered cause, and files this Answer with Affirmative Defenses in response to Plaintiff Sante Santhanam Chary's ("Plaintiff") Original Petition and Request for Disclosures ("Petition"). In support of the foregoing, CMC would respectfully show the Court the following:

I.
GENERAL DENIAL

1. Pursuant to Rule 92 of the Texas Rules of Civil Procedure, CMC generally denies each and every allegation contained within Plaintiff's Petition and any amendments thereto and demands strict proof thereof as required by the Constitution and the laws of the State of Texas. CMC further reserves the right to plead further and in greater particularity as the case progresses.

II.
AFFIRMATIVE DEFENSES

2. CMC asserts that all conditions precedent to Plaintiff's rights to recover, if any, have not been satisfied, have not occurred or have not been waived.

3. In addition to and/or alternatively, without waiving the foregoing, Plaintiff's claims are barred by the economic loss doctrine.

4. In addition to and/or alternatively, without waiving the foregoing, Plaintiff's claims are barred by the statute of frauds.

5. In addition to and/or alternatively, without waiving the foregoing, Plaintiff's damages, if any, which CMC does not admit, were caused in whole or in part by Plaintiffs' own acts, negligent or otherwise, and CMC is thus not liable.

6. In addition to and/or alternatively, without waiving the foregoing, Plaintiff's claims are barred due to CMC's compliance with the terms of the Deed of Trust and the Texas Property Code.

7. In addition to and/or alternatively, without waiving the foregoing, CMC asserts that Plaintiff failed to mitigate Plaintiff's alleged damages, if any, which damages are strictly denied by CMC.

III.
PRAYER

WHEREFORE, PREMISES CONSIDERED, Defendant Arvest Central Mortgage Company prays that Plaintiff's Petition be dismissed and that Plaintiff take nothing by way of Plaintiff's claims. Defendant further requests that judgment be granted in its favor with respect to all claims asserted by Plaintiff, and for all further and other relief, whether at law or in equity, to which Defendant may be justly entitled.

Respectfully submitted,

By: /s/ Mark D. Hopkins
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**ATTORNEYS FOR DEFENDANT
ARVEST CENTRAL MORTGAGE COMPANY**

CERTIFICATE OF SERVICE

Pursuant to Texas Rules of Civil Procedure, I certify that a true and correct copy of the foregoing has been sent on this the 14th day of February 2020 to all parties of record the method indicated below.

VIA E-SERVICE:

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/s/ Mark D. Hopkins
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